

## ARTIST- Gallery CONTRACT WITH RECORD OF CONSIGNMENT

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Artist Name (typed or handwritten)

and Gallery O on H, hereinafter referred to as the "Gallery",  
hereby enter into the following Agreement:

**1. WARRANTY.** Artist hereby warrants that he/she created and possesses unencumbered title to the consigned Artworks, and that their descriptions are true and accurate.

**2. SCOPE OF AGENCY.** Artist appoints the Gallery to act as Artist's non-exclusive agent for the exhibition and sales of works of art (hereinafter referred to as "Artworks"). Artist shall be free to exhibit anywhere and sell any work not consigned to Gallery under this contract.

**3. CONSIGNMENT.** Artist hereby consigns to Gallery, and Gallery accepts on consignment, those artworks listed in § 19 *Record of Consignment*. Gallery shall not permit the Artworks to be used for any other purposes than exhibition and sale without the consent of Artist. Artist retains copyright and full ownership of the Artworks. In the event of the purchase of Artwork the title shall pass directly from Artist to the purchaser.

**4. DURATION OF CONSIGNMENT.** Artist and Gallery agree that the initial term of consignment for Artworks will be from April 9 through April 16, 2016 at Gallery O on H located at 1354 H ST NE, Washington, DC and that the Artist does not intend to request their return before the end of this term.

**5. TRANSPORTATION.** Packing and shipping charges, other handling expenses, and risk of loss or damage incurred in the delivery or pick-up of Artworks to Gallery shall be the responsibility of the Artist.

**6. PROMOTION BY GALLERY.** Gallery shall make reasonable and good faith efforts to promote the sale of Artworks and undertake other promotional activities on Artist's behalf. For the EMULSION exhibition, Gallery works with East City Art Media to perform online and web media promotion and advertising; price lists; arranges private invitation mailing and press release(s); refreshments for the opening reception; provides adequate display of the Artworks; provides customer interface, negotiations and payment methods; sales, and shipping to purchasers. Gallery is not responsible for framing or wiring Artworks.

**7. PROMOTION BY ARTIST.** Artist may wish to contribute to the promotional campaign during the exhibition of his/her Artworks by creating his/her own marketing material, printing own catalog, updating website, enlightening the opening reception by his/her own presence. No expense which is to be shared shall be incurred by either party without the prior consent of the other party as to the amount of the expense. After the exhibition, the frames, photographs,

negatives, and any other tangible property created in the course of the exhibition shall be the property of the party that paid for the expenses.

**8. COPYRIGHT.** Artist's name shall be included on the bill of sale of each of the Artworks. Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. Gallery may arrange to have the Artworks photographed to publicize and promote Artist and Gallery. In every instance of such use, the Artist shall be acknowledged as creator and copyright owner of Artwork.

**9. PRICING.** Although it is a non-exclusive contract, Artist's suggested price is expected to be consistent with one outside the Gallery. Gallery shall sell the works at the retail prices shown on the *Record of Consignment*. Any change in the retail price must be agreed to in advance by Artist and Gallery.

**10. SALE.** All Gallery sales are in US dollars. Gallery retains the right to make customary trade discounts to such purchasers as museums, designers or repeat customers. In the case of discount sales, the discount shall be deducted from the Gallery's commission. The Gallery may also offer special purchasing plans such as layaways and will make all necessary arrangement to safeguard the artwork until all payments are rendered in full.

**11. REPRESENTATION FEES.** Gallery and Artist agree that the Gallery's representation fee is to be 40% (percent) of the price of each work sold. Any change in Gallery's commission must be agreed to in advance by Artist and Gallery. All commission work referred to Artist by Gallery will result in a 40% representation fee paid to the Gallery.

**12. REMOVAL FROM GALLERY.** Gallery shall not tend out or remove from the premises any Artworks without first obtaining permission from Artist. There is no return policy during this show on Artworks sold to the customers of the Gallery.

**13. LOSS OR DAMAGE.** Gallery will perform every effort to ensure the safekeeping of all consigned Artworks while they are in its custody. However, Gallery is NOT responsible for any damages resulting to artwork and does not carry supplemental insurance on consigned Artworks.

**14. SECURITY INTEREST.** In the event of any default by Gallery, or death of gallery owner(s), Artist shall have all the rights of a secured party and the Artworks shall not be subject to claims by Gallery's creditors or owner(s) estate(s). Gallery agrees not to pledge or encumber any works in its possession, nor to incur any charge or obligation in connection therewith for which Artist may be liable.

**15. TERMINATION OF CONTRACT.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated by either Gallery or Artist, by means of notification of termination from either party to the other with 30 days notice. Upon the notification of termination, all accounts shall be settled and all unsold Artworks shall be returned. In the event of Artist's death, the estate of the Artist shall have the right to terminate the Agreement.

**16. GOVERNING LAW.** These Terms shall be governed in all respects by the laws of the District of Columbia and the courts of the District of Columbia shall have exclusive jurisdiction to deliberate any disputes between the parties.

**17. MODIFICATIONS.** This Agreement constitutes the entire understanding between the parties hereto. It may only be amended by written instrument signed by both parties.

**18. PROVENENCE.** Artist agrees that if buyer learned about piece listed in Record of Consignment through EMULSION, Artist agrees to pay gallery agreed upon commission within 6 (six) months of April 16, 2016.

**19. RECORD OF CONSIGNMENT.** Artist certifies that all Artworks listed below will be available for exhibition and sale at the Gallery during the term specified in § 4 and § 5 of this Agreement:

**Work(s) to be consigned. Include price or “NFS” (handwritten or typed):**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set below.

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SIGNATURE OF ARTIST

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DATE OF CONTRACT

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Philip Hutinet- for Gallery O on H

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DATE OF OFFER